

LSIA TEMPLATE

THIS LOCAL SUPPLY IMPLEMENTATION AGREEMENT ("**LSIA**") applies from **[insert date]** (the "**Local Commencement Date**"):

Between:

1. **[Unilever Entity]** (registered number **[insert number]**) whose **[registered office]** **[principal place of business]** is at **[insert address]** ("**Unilever Entity**"); and
2. **[Supplier Entity]** (registered number **[insert number]**) whose **[registered office]** **[principal place of business]** is at **[insert address]** ("**Supplier Entity**").

Each a **party** and together the **parties**.

Background:

- A. On **[insert date]** Unilever Business and Marketing Support AG and **[insert name of supplier entity which entered into the Framework Agreement]** entered into a Framework Agreement setting out the terms for the provision and receipt of certain Goods and/or Services (the "**FA**").
- B. The FA contemplates that in limited circumstances members of the Supplier Group and members of the Unilever Group may directly enter into a specific legally binding comprehensive local agreement in respect of the Goods and/or Services to: (i) comply with a specific requirement under Applicable Laws for a local agreement; and/or (ii) provide for additions to or deviations from the FA necessary to align the FA terms with Applicable Laws or specific varied Unilever Goods or Service requirements.
- C. The purpose of this LSIA is to implement the relevant terms of the FA as far as possible between the parties to this LSIA whilst achieving the aims set out in B. above.

1. Definitions and Interpretation

1.1. Capitalised terms defined in the FA have the same meaning in this LSIA, except to the extent expressly provided otherwise in this LSIA.

1.2. In this LSIA:

Local Goods

only the Goods to be provided to the Unilever Entity by the Supplier Entity pursuant to the terms of this LSIA under Statements of Work;

Local Services

only the Services to be provided to the Unilever Entity by the Supplier Entity pursuant to the terms of this LSIA under Statements of Work;

2. Implementation of the FA

2.1. The terms of the FA are hereby incorporated into this LSIA, to the extent not specifically amended by this LSIA.

- 2.2. References in the above noted incorporated terms to the: (i) "Framework Agreement" are to be read under this LSIA as references to this LSIA; and (ii) "Term" are to be read under this LSIA as the term described in clause 5 below.
- 2.3. The parties must comply with their respective obligations incorporated from the FA as if named as Unilever (in the case of Unilever Entity) and the Supplier (in the case of Supplier Entity) in the FA.

3. Amendments to the FA

- 3.1. In relation only to the provision of the Local Goods and the Local Services, the terms of the FA, as incorporated into this LSIA, are amended as set out in Schedule 1 of this LSIA.

4. Local Goods and Local Services

- 4.1. The Local Goods and the Local Services must be provided in accordance with the terms and conditions of this LSIA.

5. Term and Termination

- 5.1. This LSIA continues in force from the Local Commencement Date for a period equivalent to the Framework Agreement Term, unless terminated pursuant to the incorporated provisions of the FA (as amended, if applicable, under clause 3 of this LSIA).
- 5.2. Any change agreed between Unilever and the Supplier to the FA will, unless otherwise agreed in writing by the parties to this LSIA, apply equally to change the terms of this LSIA automatically and immediately upon such change taking effect under the FA. Solely to the extent required by Applicable Laws, the parties must take all action and execute any documentation required to give effect to any such change.

6. Notices

- 6.1. Notices provided under this LSIA must be in writing and treated as delivered:
 - a. on date of delivery as documented by a pre-paid commercially recognized courier service;
 - b. 5 days after posting if sent by pre-paid, certified, first class mail or its equivalent mail service;
 - c. on the date of in-person delivery;
 - d. when a receiving Party acknowledges receipt of an email if delivered by email.

7. Governing Law and Jurisdiction

- 7.1. This LSIA is governed by and must be interpreted in accordance with the laws of the country in which the Unilever Entity has its registered or primary address. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that corresponding jurisdiction to settle any disputes which may arise in connection with this LSIA.

This LSIA may be signed in counterparts, each of which when taken together are one and the same instrument.

Sign here

Sign here

For the Unilever Entity

For the Supplier Entity

Print name:
Job Title:
Place:
Date:

Print name:
Job Title:
Place:
Date:

Address for Notices:

Address for Notices:



LSIA SCHEDULE 1 AMENDMENTS TO THE FRAMEWORK

[Insert any additions to or deviations from the framework terms, including its Annexes, to apply under the LSIA.]